



Black Moon Publishing *Book Publishing Agreement*

*T*his Book Publishing Agreement (hereinafter referred to as “Agreement”) is entered into and is effective this: **X** day of **X** by and between:

Black Moon Publishing, LLC
2901 Maisel Drive
Cincinnati, Ohio 45220
United States of America

a U.S.A. business, located at address above, (hereinafter referred to as the “Publisher”) and:

Author’s Name (or Designated Agent): **X**

(If the Work involves multiple authors, this will be the designated Author.)

Title of the Work: **X**

Pen name to be used on the Work: **X**

Author’s Address: **X**

Author’s Address: **X**

Author’s City, State/Province, Postal Code: **X**

Author’s Country: United States

Author’s Phone Number: **X**

Valid PayPal account eMail (PayPal.com): **X**

Direct Deposit to Bank Account: (US only)

Direct Deposit to Debit Card: (US only)

(hereinafter referred to as the “Author”) upon the following terms and conditions: **1.**



DEFINITIONS

The following definitions shall apply to and govern this Agreement:

(a) “Title” shall mean the tentative, suggested or working title of the Work.

(b) “Work” shall mean the Manuscript (as defined below) and all other materials furnished by the Author to the Publisher pursuant to this Agreement for publication, in whole or in part, and each element thereof, all of which the Author shall ensure comply with the representations and warranties set forth in this Agreement.

2. GRANT OF RIGHTS AND SUBSIDIARY RIGHTS.

(a) By signing this Agreement the Author is stating:

- They created the work and therefore they own the copyright
- If they have included third party copyright material (i.e. created by someone else), the author has the necessary permission from the copyright owner to include that material
- That the work contains no libelous or unlawful statements, does not infringe upon the rights or privacy of others, or contain material or instructions that might cause harm or injury.

Author hereby grants to the Publisher, for the full term of this Agreement in each and every country of the world, or until the Publisher ceases publishing the Work for whatever reason, the following exclusive rights:

(i) Primary Publishing Rights. The exclusive right to reproduce and make copies of the Work, in whole or in part, verbatim and non-interactive, and to publish, distribute, sell, display, store, retrieve, transmit and/or otherwise use or make use of and derive benefit from such copies.

(ii) Use of Name and Likeness. The right to reproduce and make copies, publish, distribute, sell, display, store, retrieve, transmit and/or otherwise use the Author’s name, approved likeness, image, or photograph as it pertains to the sale, publication and promotion of the Work or in connection with the making use of and deriving benefit from, advertising or promotion of any of the foregoing, in whole or in part.

(iii) “Translation Rights” means the right to create versions of the Work in languages other than English and to make use of and derive benefit from them in accordance with Subsection 2(a)(i) above.

(b) The Publisher reserves the right to publish the Work under the imprint the Publisher deems appropriate which will be either **Black Moon Publishing, LLC, Left Hand Press, or Obzene Press.**

This Work shall be published under the imprint: **Black Moon Publishing**


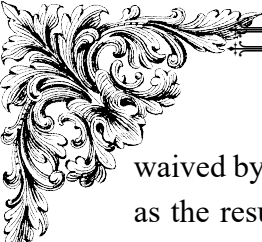
3. WARRANTIES

The Author hereby represents and warrants to the Publisher that the Work is original to the Author in form and content, free and clear of any counts of libel, plagiarism, breach of privacy or misrepresentation of facts, that the work is not under license by any other publisher anywhere in the world, and that the Author is the sole owner of the work with full power to enter into this contract.

4. PREPARATION AND DELIVERY OF THE MANUSCRIPT

(a) The Author agrees to deliver to the Publisher a complete and acceptable manuscript of the Work in Microsoft Word or Rich Text Format (RTF) or Adobe Acrobat PDF. Application files such as Adobe InDesign are not acceptable. The acceptability of the Work shall be solely determined by the Publisher, and in no case shall the Publisher be required to publish the Work if it is deemed unacceptable for publication. Should the final version of the Work be deemed unacceptable for publication by the Publisher this agreement shall be considered immediately dissolved and all obligations herein fulfilled. If the Work is deemed unacceptable by the Publisher any hardcopy materials received by the Publisher will be returned to the Author. The Publisher is not responsible for lost or damaged digital files or physical materials. The Author shall at all times retain the original and/or a copy of the Manuscript and/or digital files that were delivered to the Publisher.

(b) The Author agrees to deliver to the Publisher a list of all materials (including, without limitation, text, artwork, illustrations, photographs, or other written and graphic materials) that are included in the Work in which all rights are **not owned** by the Author. With respect to such materials, if any, the Author shall provide to the Publisher a copy of a written permission signed by each person who, absent such permission, would have any rights in the materials inconsistent with the rights granted to the Publisher in this Agreement (unless otherwise agreed to or waived by the Publisher in writing). Each such permission shall unconditionally grant to the Publisher the rights set forth in this Agreement (unless otherwise agreed to or



waived by the Publisher in writing), without any additional compensation due to such person as the result of the exercise of any of the Publisher's or any third party's rights hereunder with respect to the Work.

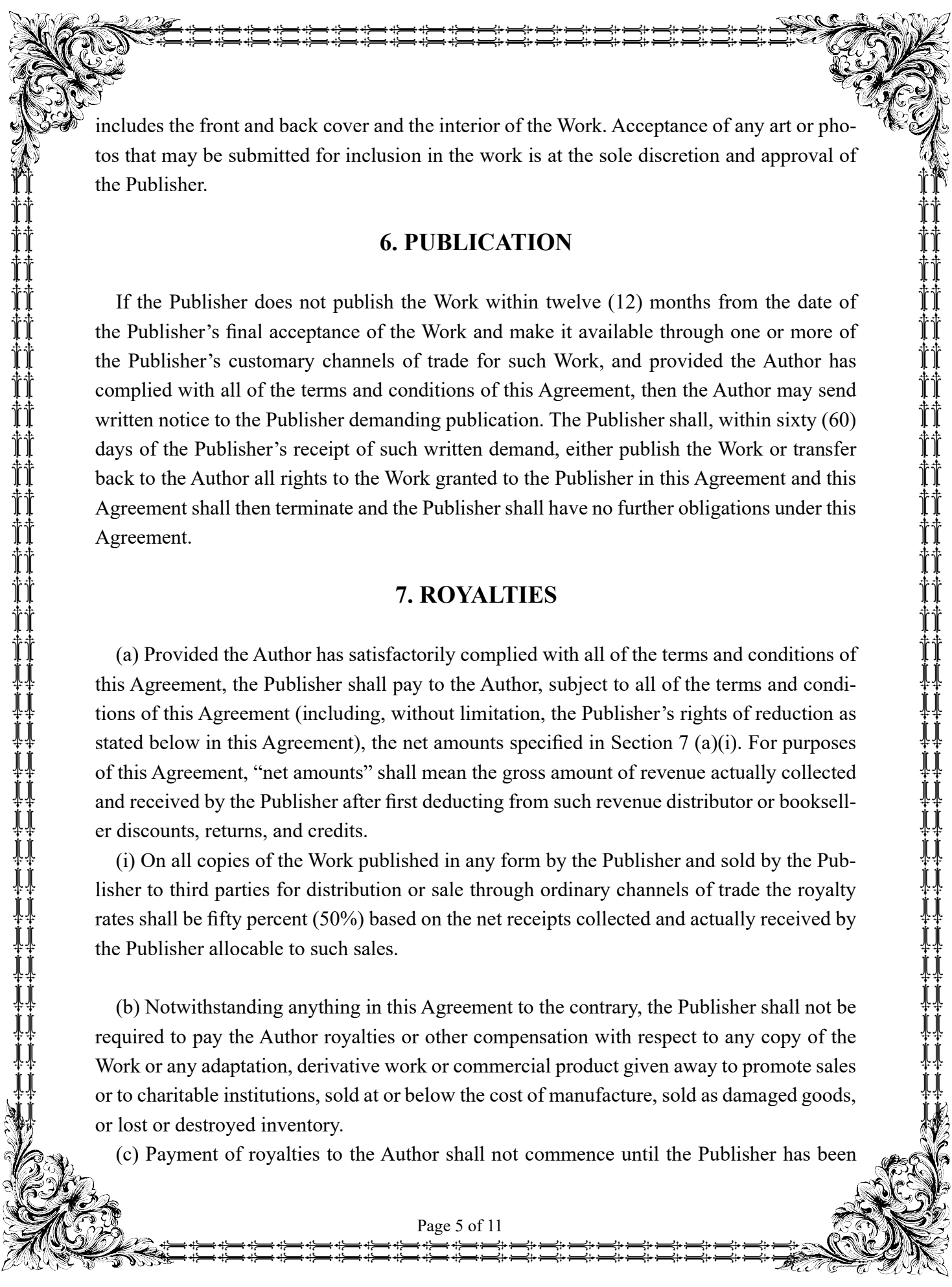
(c) The Author agrees to deliver to the Publisher a list of all persons whose rights of privacy or publicity or other rights may be affected by the Work or the exercise of any of the rights granted to the Publisher as stated in this Agreement. With respect to each such person, if any, the Author shall provide to the Publisher a copy of a written release and permission signed by such person who, absent such release and permission, could claim the violation of any rights of such person or who otherwise could seek to prevent or enjoin the exercise of any of the rights granted to the Publisher as stated in this Agreement (unless otherwise agreed to or waived by the Publisher in writing). Each such release and permission shall unconditionally release the Publisher and any of the Publisher's successors, assigns, licensees and designees and grant to the Publisher the rights set forth in this Agreement (unless otherwise agreed to or waived by Publisher in writing), without any additional compensation due to such person as the result of such release and permission.

(d) Publisher's acceptance of the Work shall in no way be deemed to constitute a waiver of any warranty, representation, term, condition, requirement or obligation of the Author under this Agreement or constitute an acceptance of the validity of any of the permissions or releases delivered by the Author. It is understood and agreed that approval of portions of the manuscript shall not be deemed acceptance of the complete and final manuscript.

5. EDITING AND PROOFS

After the Publisher accepts the Work, the Publisher shall be entitled to make reasonable, material changes to the substance of the Work provided the Publisher has first consulted with the Author and received the Author's permission in writing regarding such changes. The Publisher may make non-material changes to the Work without consulting with the Author, including, without limitation, changes based on copy editing the Work in accordance with the Publisher's standards of punctuation, spelling, capitalization, usage and readability. The Publisher shall at all times retain the right of final approval over all elements of the Work. The Author will receive the first proof of the Work as an Adobe PDF file within 6 (six) to 12 (twelve) months after the Author has received notice via email from the Publisher that all requirements, including revisions by the Author and/or the Publisher, as specified in this Agreement have been approved by the Publisher.

The design and layout of the entire Work is the sole responsibility of the Publisher. This



includes the front and back cover and the interior of the Work. Acceptance of any art or photos that may be submitted for inclusion in the work is at the sole discretion and approval of the Publisher.

6. PUBLICATION

If the Publisher does not publish the Work within twelve (12) months from the date of the Publisher's final acceptance of the Work and make it available through one or more of the Publisher's customary channels of trade for such Work, and provided the Author has complied with all of the terms and conditions of this Agreement, then the Author may send written notice to the Publisher demanding publication. The Publisher shall, within sixty (60) days of the Publisher's receipt of such written demand, either publish the Work or transfer back to the Author all rights to the Work granted to the Publisher in this Agreement and this Agreement shall then terminate and the Publisher shall have no further obligations under this Agreement.

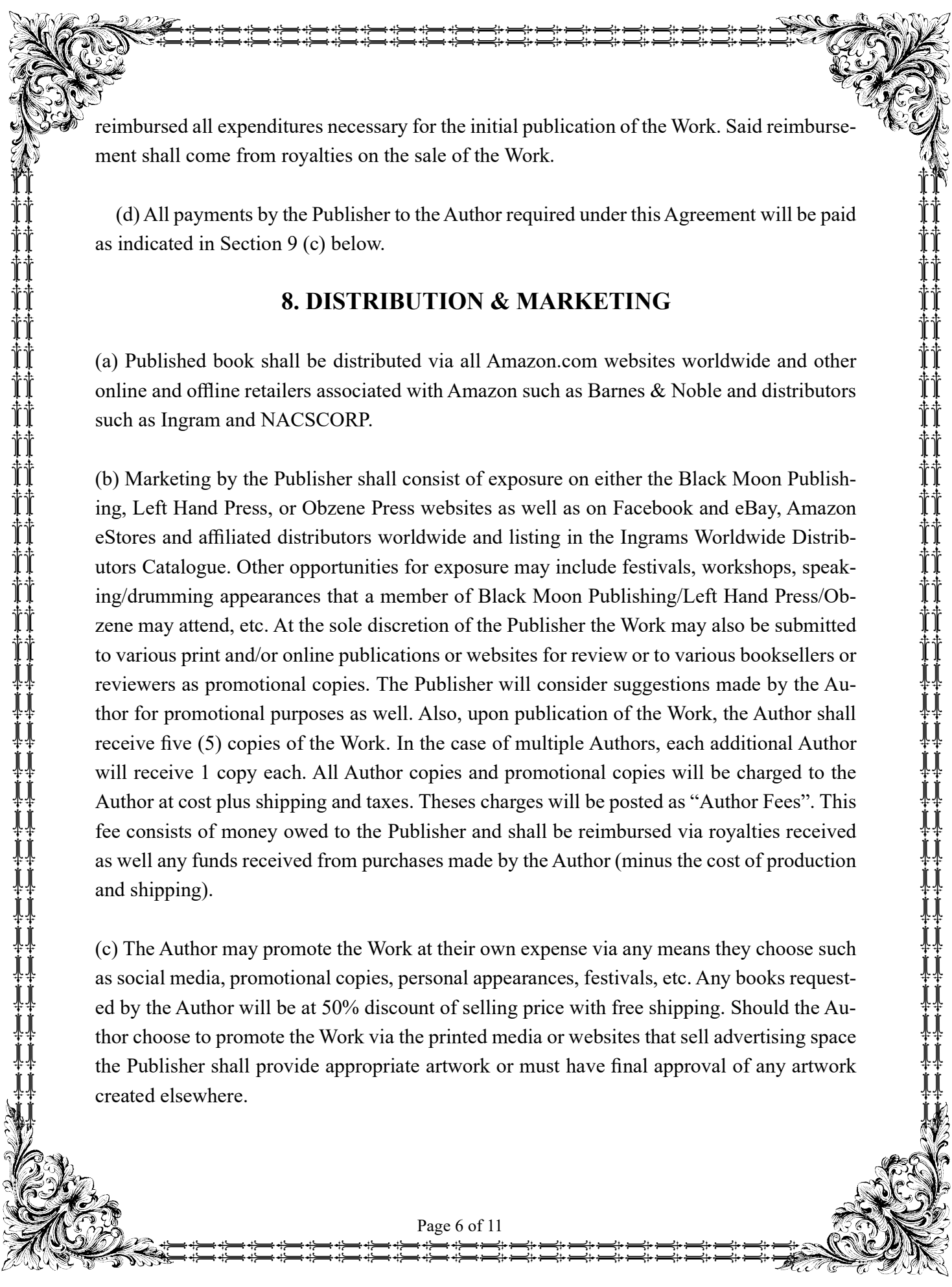
7. ROYALTIES

(a) Provided the Author has satisfactorily complied with all of the terms and conditions of this Agreement, the Publisher shall pay to the Author, subject to all of the terms and conditions of this Agreement (including, without limitation, the Publisher's rights of reduction as stated below in this Agreement), the net amounts specified in Section 7 (a)(i). For purposes of this Agreement, "net amounts" shall mean the gross amount of revenue actually collected and received by the Publisher after first deducting from such revenue distributor or bookseller discounts, returns, and credits.

(i) On all copies of the Work published in any form by the Publisher and sold by the Publisher to third parties for distribution or sale through ordinary channels of trade the royalty rates shall be fifty percent (50%) based on the net receipts collected and actually received by the Publisher allocable to such sales.

(b) Notwithstanding anything in this Agreement to the contrary, the Publisher shall not be required to pay the Author royalties or other compensation with respect to any copy of the Work or any adaptation, derivative work or commercial product given away to promote sales or to charitable institutions, sold at or below the cost of manufacture, sold as damaged goods, or lost or destroyed inventory.

(c) Payment of royalties to the Author shall not commence until the Publisher has been



reimbursed all expenditures necessary for the initial publication of the Work. Said reimbursement shall come from royalties on the sale of the Work.

(d) All payments by the Publisher to the Author required under this Agreement will be paid as indicated in Section 9 (c) below.

8. DISTRIBUTION & MARKETING

(a) Published book shall be distributed via all Amazon.com websites worldwide and other online and offline retailers associated with Amazon such as Barnes & Noble and distributors such as Ingram and NACSCORP.

(b) Marketing by the Publisher shall consist of exposure on either the Black Moon Publishing, Left Hand Press, or Obzene Press websites as well as on Facebook and eBay, Amazon eStores and affiliated distributors worldwide and listing in the Ingrams Worldwide Distributors Catalogue. Other opportunities for exposure may include festivals, workshops, speaking/drumming appearances that a member of Black Moon Publishing/Left Hand Press/Obzene may attend, etc. At the sole discretion of the Publisher the Work may also be submitted to various print and/or online publications or websites for review or to various booksellers or reviewers as promotional copies. The Publisher will consider suggestions made by the Author for promotional purposes as well. Also, upon publication of the Work, the Author shall receive five (5) copies of the Work. In the case of multiple Authors, each additional Author will receive 1 copy each. All Author copies and promotional copies will be charged to the Author at cost plus shipping and taxes. These charges will be posted as "Author Fees". This fee consists of money owed to the Publisher and shall be reimbursed via royalties received as well any funds received from purchases made by the Author (minus the cost of production and shipping).

(c) The Author may promote the Work at their own expense via any means they choose such as social media, promotional copies, personal appearances, festivals, etc. Any books requested by the Author will be at 50% discount of selling price with free shipping. Should the Author choose to promote the Work via the printed media or websites that sell advertising space the Publisher shall provide appropriate artwork or must have final approval of any artwork created elsewhere.



9. ACCOUNTING AND PAYMENT OF ROYALTIES

(a) Publisher agrees to prepare statements of account of the Author's earnings under the terms of this Agreement on a quarterly basis for each calendar year (end of March, June, September, and December). Each statement shall be sent by electronic mail to the Author (or to such other person or agent as the Author may specify in writing).

(b) If the Author receives an overpayment of royalties because of copies reported as sold but subsequently returned or otherwise, the Publisher may deduct the amount of the overpayment from future sums due the Author under this Agreement or any other agreement between the Author and the Publisher and continue to deduct such amounts until the balance is fully recouped. These amounts will be listed as "Author Fees" with a description of the fee on the Author's quarterly statements.

(c) Within thirty (30) days after the due date of such statement to the Author, the Publisher shall issue payment of any royalties due via a **valid PayPal account (PayPal.com)** or **Direct Deposit to Bank or Debit Card (US only)**.

10. NON-COMPETITION

For a period of two (2) years from the date of this Agreement, the Author shall not, without the Publisher's prior written consent, write, create, prepare or publish or assist in the writing, creation, preparation, or publication of any work on a similar topic or containing similar content that would directly impair the making use of and deriving benefit from any of the rights granted to the Publisher hereunder or would compete with or directly reduce sales of copies of the Work. The exception would be a **revised** edition of the Work currently listed in this Agreement. In this case, the current edition would cease publication and be replaced with the revised edition. The Author would be liable for all publishing fees incurred for the publication of the revised edition. These fees would be paid by withholding royalties received from sales until the Publisher has been reimbursed for said fees. The Author may proceed with a similar Work if the Author agrees to publish the similar work through the Publisher or one of its subsidiaries. The publication of the similar work will be at the sole discretion of the Publisher. If the Publisher chooses not to publish the similar work the Author may then negotiate with the Publisher for permission to publish the similar Work elsewhere. If an agreement can not be reached either the Author or the Publisher has the option to cancel this agreement.

11. COPYRIGHT REGISTRATION

(a) The Author is responsible for registering any version of the Work in the name of the

the Author with the United States Copyright Office if they so choose, including the right to register any text or artwork separately.

(b) All references to copyright in this Agreement shall reflect any amendment made subsequent to the date of this Agreement in the copyright laws of the United States, in any international copyright convention or in the copyright laws of any other country. Both parties shall execute such documents as may be necessary to effectuate copyright to the Work in accordance with this Agreement.

(c) In the event of any infringement of the copyright in the Work by a third party, the Author may employ such remedies at their own expense as they deem advisable. The Author shall give prompt written notice to the Publisher of any copyright infringement by a third party of which the Author becomes aware and the Publisher shall do likewise. Any recovery by the Author, (whether by judgment, settlement or otherwise) as the result of any copyright infringement by a third party shall be awarded to the Author in its entirety.

12. AUTHOR'S RIGHTS OF TERMINATION

(a) At any time Author may terminate this Agreement upon written notice to the Publisher for any reason whatsoever if:

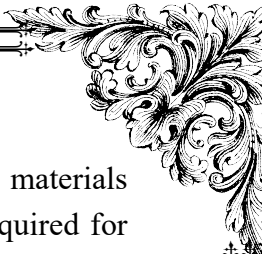
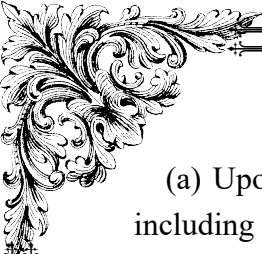
- (i) The sale of the Work has been sufficient to reimburse the Publisher for all unpaid expenses incurred by the Publisher as defined in this agreement;
- (ii) or the Author reimburses the Publisher all unpaid expenses incurred by the Publisher as defined in this agreement.

(b) Upon termination of this Agreement:

- (i) All rights shall revert to the the Author;
- (ii) The Publisher shall retain all publication materials including but not limited to design and layout application files and PDF files required for publication.
- (iii) All hard-copy materials supplied by the Author shall be returned to the Author at the Publisher's expense.

13. PUBLISHER'S RIGHTS OF TERMINATION

In addition to and not in lieu of any other rights or remedies that the Publisher may have (including any rights of termination under other Sections of this Agreement), Publisher may terminate this Agreement immediately upon written notice to the Author for any reason whatsoever.



(a) Upon termination of Agreement, the Publisher shall retain all publication materials including but not limited to design and layout application files and PDF files required for publication.

14. LIMITATION OF LIABILITY

The Author releases the Publisher and its subsidiaries, affiliates, and successors from any responsibilities relating to any legal actions incurred by the contents and/or publication of the Work.

15. FORCE MAJEURE

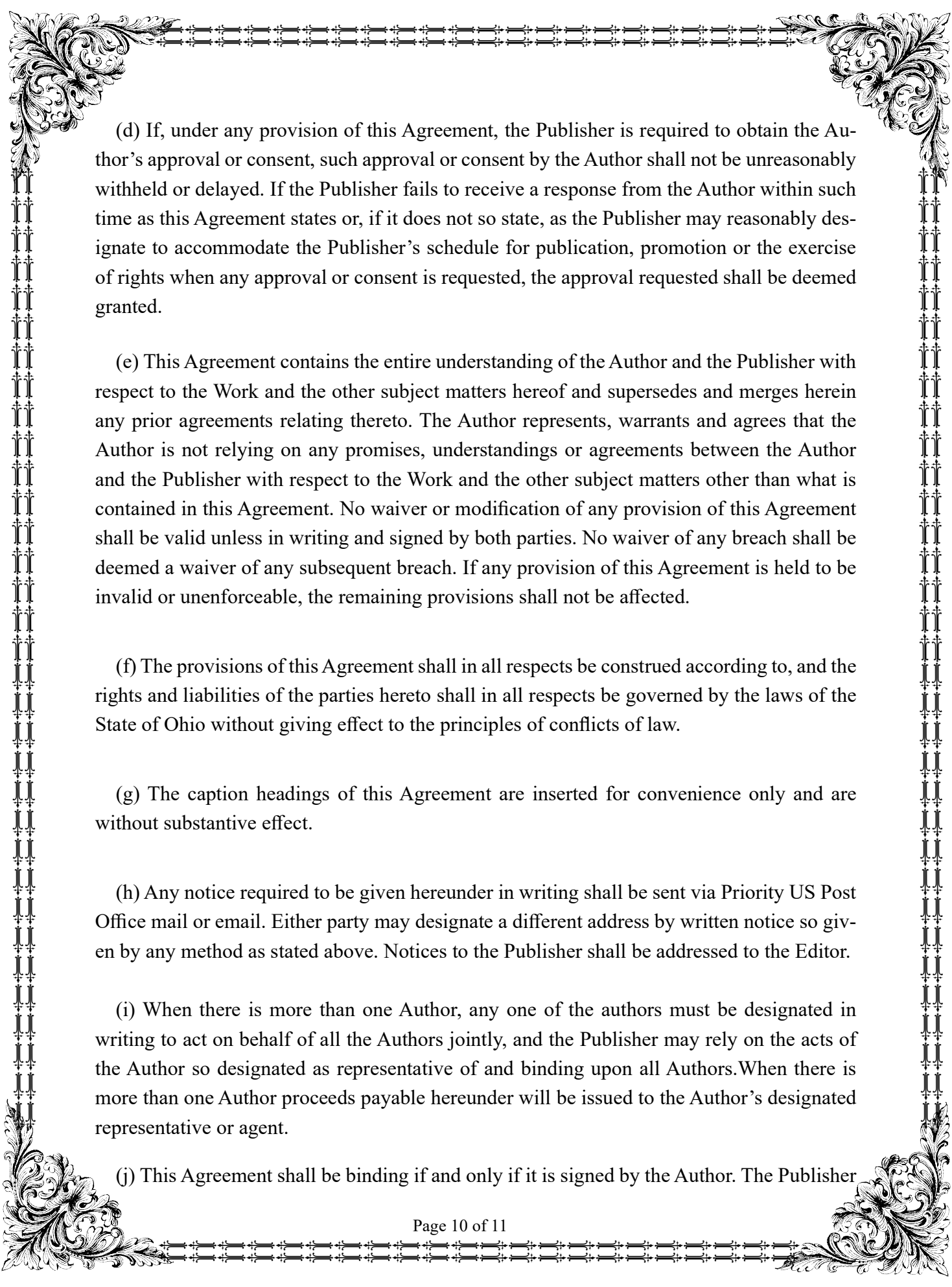
Either Parties' failure to perform any of its obligations under this Agreement shall not be considered a breach of this Agreement if such failure is caused by restrictions of governmental agencies, labor disputes, inability to obtain materials necessary for manufacture of the Work or any other reason beyond either parties' control. In the event of delay from any such cause, either parties' performance shall be postponed and extended for a period of time reasonably related to such cause.

16. GENERAL PROVISIONS

(a) If the Publisher is required by law to withhold and pay to any U.S. or foreign government taxing authority any portion of amounts due the Author under this Agreement, such payments shall be divided equally between the Author and the Publisher prior to disbursement of the amounts due the Author hereunder.

(b) If any foreign taxes, bank charges or agents' commissions are imposed on any payments due the Publisher from the exercise of any right granted in this Agreement, the appropriate allocation of proceeds between the Publisher and the Author from the exercise of such right shall be made on amounts received after such charges have been paid.

(c) This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and permissible assignees of the Author and the successors and assigns of the Publisher. The Author may not assign any of the Author's rights or obligations under this Agreement, except the Author's right to receive payment under this Agreement upon written notice to the Publisher. The Publisher may assign any of its rights and obligations under this Agreement to anyone it deems appropriate.



(d) If, under any provision of this Agreement, the Publisher is required to obtain the Author's approval or consent, such approval or consent by the Author shall not be unreasonably withheld or delayed. If the Publisher fails to receive a response from the Author within such time as this Agreement states or, if it does not so state, as the Publisher may reasonably designate to accommodate the Publisher's schedule for publication, promotion or the exercise of rights when any approval or consent is requested, the approval requested shall be deemed granted.

(e) This Agreement contains the entire understanding of the Author and the Publisher with respect to the Work and the other subject matters hereof and supersedes and merges herein any prior agreements relating thereto. The Author represents, warrants and agrees that the Author is not relying on any promises, understandings or agreements between the Author and the Publisher with respect to the Work and the other subject matters other than what is contained in this Agreement. No waiver or modification of any provision of this Agreement shall be valid unless in writing and signed by both parties. No waiver of any breach shall be deemed a waiver of any subsequent breach. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall not be affected.

(f) The provisions of this Agreement shall in all respects be construed according to, and the rights and liabilities of the parties hereto shall in all respects be governed by the laws of the State of Ohio without giving effect to the principles of conflicts of law.

(g) The caption headings of this Agreement are inserted for convenience only and are without substantive effect.

(h) Any notice required to be given hereunder in writing shall be sent via Priority US Post Office mail or email. Either party may designate a different address by written notice so given by any method as stated above. Notices to the Publisher shall be addressed to the Editor.

(i) When there is more than one Author, any one of the authors must be designated in writing to act on behalf of all the Authors jointly, and the Publisher may rely on the acts of the Author so designated as representative of and binding upon all Authors. When there is more than one Author proceeds payable hereunder will be issued to the Author's designated representative or agent.

(j) This Agreement shall be binding if and only if it is signed by the Author. The Publisher

may revoke, cancel and/or rescind this Agreement at any time prior to the Publisher's receipt of the signed copy of this Agreement from the Author.

(k) If the Author designates an Agent, then the Author represents and warrants that such designated Agent shall have the full authority to accept any statements and payments on behalf of the Author and shall be empowered to act on the Author's behalf and to bind the Author with respect to all matters relating to this Agreement. The Author may change his or her designated Agent, or withdraw any Agent designation, by giving written notice to the Publisher in accordance with the terms of this Agreement.

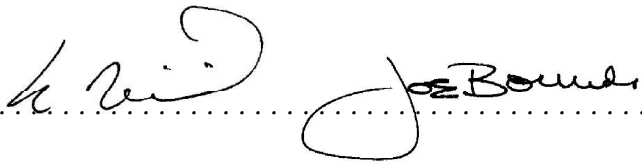
(l) The provisions of this Agreement which by its terms calls for the performance of an activity or obligation or gives rise to a right after the expiration or termination of this Agreement, shall survive any expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the date stated at the beginning of this Agreement.

PUBLISHER

Black Moon Publishing, LLC

Company Representatives Signatures:



(Louis Lindenschmidt / Joe Bounds)

Positions in company: **Co-Owner & Content Editor / Co-Owner & Graphic Designer**

Date: **X**

AUTHOR

Authorized Signature:

(If the Work involves multiple authors, this will be the designated Author's signature.)

Date: **X**